

State of West Virginia  
Purchasing Division**AGREEMENT**Purchase Order # TOR4981WVFIMS Account # 3067-2016-7511-61800

TEAM Vendor # \_\_\_\_\_

WVFIMS Vendor # 000000166506 Oasis #

I, Old White Charities, Inc., 300 W Main Street, White Sulphur Springs, WV, agree to perform the following services  
(Name and address)  
 for WV Division of Tourism at 90 MacCorkle Avenue, SW, So Chas, WV  
(Agency) (Location)

(Detailed description of services to be performed)  
Presenting Partner Sponsorship of The Greenbrier Classic Golf Tournament.

Date(s) of Service: from June 1, 2015 to October 15, 2015

The rate of pay shall be \$930,000.00 per N/A not to exceed  
 \$ N/A for the entire term of the contract.

**NOTE:** Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The following certification must be completed and signed if the vendor is a full-time employee of the State of West Virginia.

Please check the appropriate box below:

- ☒ I am **not** currently a full-time employee of the State of West Virginia;  
☐ I am currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by \_\_\_\_\_ (above named vendor) from the State of West Virginia for full-time employment during the current fiscal year will be \$ \_\_\_\_\_. The vendor serves as \_\_\_\_\_ (Position) with the title of \_\_\_\_\_, certified by \_\_\_\_\_ (Supervisor's Signature).

**GENERAL TERMS AND CONDITIONS:** The General Terms and Conditions for Agency Delegated Master Terms and Conditions located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/TCA.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

**APPROVED BY:**Agency West Virginia Division of Tourism

Vendor \_\_\_\_\_

(Authorized Signature of Agency)(Vendor's Signature)(Title)(Social Security or FEIN)(Date)(Date)

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: McWhite Charles, Inc.

Authorized Signature: [Signature] Date: 4-9-2015

State of West Virginia

County of Greenbrier, to-wit:

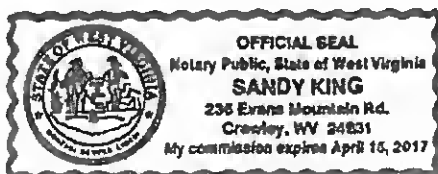
Taken, subscribed, and sworn to before me this 9 day of April, 2015.

My Commission expires April 16, 2017.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature]  
Purchasing Affidavit (Revised 07/01/2012)



## Paid Checks

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Bank Account : 0001  
Check / EFT Number :  
Check / EFT Amount :  
Record Date :  
Last Action Date :  
Document Code :  
Doc Dept : 0304  
Document ID : AUTO1600221534  
Cleared Date :  
Status :

<u>Bank Account</u>	<u>Check / EFT Number</u>	<u>Check / EFT Amount</u>	<u>Document ID</u>	<u>Status</u>	<u>Cleared Date</u>	<u>Cancellation Reason</u>	<u>Comments</u>	<u>Trace Number</u>
✓ 0001	000001001257928	\$930,000.00	AUTO1600221534	Paid	09/23/2015			29089388
Copy First Prev Next Last								

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